



**Request for Proposal
for
OTT Service/ Platform Provider (VAS) for KFON**

Tender Ref No: KFON/OTT/2024-25/002

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Kerala Fibre Optic Network Limited
2nd Floor, B Block, Jeevan Prakash, LIC Divisional Office, Pattom PO,
Thiruvananthapuram-695004

Request for Proposal for OTT Service/Platform Provider (VAS) for KFON

DISCLAIMER

The information contained in this tender or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender is issued by The Managing Director, Kerala Fibre Optic Network Ltd. This tender is not an agreement and is neither an offer nor an invitation by the Authority to the prospective Applicants or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived by the Authority in relation to identifying an OTT service provider/Platform (VAS) for KFON. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, and rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this selection process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender. The issue of this Tender does not imply that the Authority is bound to select an Applicant or Applicants, as the case may be, and the Authority reserves the right to reject all or any of the Proposals without assigning any reason whatsoever.

The Applicant shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the selection process.

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Glossary of Terms

| Abbreviation | Description |
|--------------|---|
| BG | Bank Guarantee |
| BoQ | Bill of Quantity |
| DD | Demand Draft |
| EMD | Earnest Money Deposit |
| EoI | Expression of Interest |
| FTTH | Fiber-to-the-Home |
| GoI | Government of India |
| GoK | Government of Kerala |
| KFON | Kerala Fibre Optic Network |
| KIIFB | Kerala Infrastructure Investment Fund Board |
| LoI | Letter of Intent |
| MoU | Memorandum of Understanding |
| NDA | Non-Disclosure Agreement |
| NIT | Notice Inviting Tender |
| NOC | Network Operation Center |
| OEM | Original Equipment Manufacturer |
| OEM | Original Equipment Manufacturer |
| OFC | Optical Fibre Cable |
| OTT | Over-the-top |
| PG | Performance Guarantee |
| PoP | Point of Presence |
| RFP | Request for Proposal |
| RoW | Right of Way |
| SI | System Integrator |
| SLA | Service Level Agreement |
| SMS | Subscriber Management System |
| TFD | Treasury Fixed Deposit |
| VAS | Value Added Services |

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Definitions

| # | Term | Definition |
|-----|--|--|
| 1. | Agreement/ Contract | The Agreement entered between Authority and the Successful Bidder including all attachments, schedules, annexure thereto and all documents incorporated by reference therein and all amendments, corrigendum /corrigenda, changes thereto |
| 2. | Client/ Authority | Kerala Fibre Optic Network Ltd, represented by its Managing Director |
| 3. | Bidder | The use of the term "Bidder" in the Tender means the agency participating in this tender. |
| 4. | Bid/Proposal | Offer by the Bidder to fulfil the requirement of the Client/Authority under the RFP/Contract for an agreed price. It shall be a comprehensive technical and commercial response to the Tender |
| 5. | Breach | A breach by Bidder of any of its obligations under this Agreement |
| 6. | Confidential Information | All information including Authority's data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budget and personnel of each department and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement); |
| 7. | Control | Control means the term "Control" as defined in section 2(27) of the Companies Act, 2013 |
| 8. | Deliverables of the Agencies | Products, infrastructure, platform and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP and includes all related documents like manuals inter alia payment and/or process related etc., source code and all its modifications |
| 9. | Intellectual Property Rights | All rights in written designs and copyrights, trademarks, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration) |
| 10. | Month/ Week | The Month shall mean calendar month & Week shall mean calendar week |
| 11. | Project Implementation | Project Implementation as per the quality and testing standards and acceptance criteria prescribed by the Authority or its nominated agencies |
| 12. | Request for Proposal/ Tender Document | Written solicitation that conveys to the Bidder, requirements for products/ services that the Authority intends to buy and/or implement. |
| 13. | Service Level | The level of service and other performance criteria which will apply to the Services delivered by the Bidder, executed as part of the Service Agreement |

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| # | Term | Definition |
|-----|--------------------------|--|
| 14. | Network System | Network System shall mean the network infrastructure to be laid at each location |
| 15. | Successful Bidder | The Bidder who is qualified & successful in the bidding process and awarded the Contract and will be referred to as Agency |
| 16. | Bundle | A bundle is a curated package that combines internet bandwidth with Over-the-Top (OTT) services. |
| 17. | Add-on | An add-on refers to an optional, supplementary service or feature that subscribers can purchase in addition to their existing internet plan. |
| 18. | Go-Live | Go-live is the official launch of the solution, marking the point when the service becomes available to users. |

Table 1: Definitions

1 Bidding Data Sheet

| Notice Inviting Tender | | |
|------------------------|--|---|
| 1. | Name of the Tender Inviting Authority | Kerala Fibre Optic Network Limited |
| 2. | Officer Tender Inviting Authority | Managing Director, KFON |
| 3. | Name of the Tender | Request for Proposal for OTT Service/Platform Provider (VAS) for KFON |
| 4. | Tender Reference Number | KFON/OTT/2024-25/002 |
| 5. | Tender Type | Open Tender |
| 6. | Tender Category | Service |
| 7. | Publication of Tender Document | e-Procurement Portal of Govt of Kerala |
| 8. | Contact Person | CTO, KFON |
| 9. | Address | Kerala Fibre Optic Network Ltd., Second Floor, B Block, Jeevan Prakash, LIC Divisional Office Pattom P.O Thiruvananthapuram 695004 |
| 10. | Contact No. | 0471-6630830 |
| 11. | E-Mail ID, for any clarifications | cto@kfon.in |
| 12. | Time & last date to submit pre-bid queries. | 15:00 PM; Date: 07/02/2025 |
| 13. | Pre-bid Meeting | 11:00 AM; Date: 11/02/2025 |
| 14. | Pre-Bid Meeting Venue | Online/ KFON HQ |
| 15. | Procedure for Bid Submission | Submission through e-Procurement Portal of Govt of Kerala |
| 16. | Last Date of Submission of Bids | Time: 17:00 PM; Date:27/02/2025 |
| 17. | Opening of Bids | Time: 17:00 PM; Date:28/02/2025 |
| 18. | Bid System | 1. Technical bid 2. Commercial Bid |
| 19. | Tender Fee (Non-Refundable) | Rs. 11,800/-(Rupees Eleven Thousand Eight Hundred only) Including GST@18% |
| 20. | EMD (Refundable) | Rs. 5,00,000 (Rupees Five Lakhs Only) |
| 21. | Validity of the Bid | 180 days from the date of opening of price bid |
| 22. | Contract period | 1 year extendable to 3 years on mutual terms and agreement. |
| 23. | Performance Guarantee (PG) | Rs. 15,00,000 (Rupees Fifteen Lakhs Only) At least 50% of this deposit shall be collected from Kerala Treasury Fixed Deposit and rest in the form of Bank Guarantee from a scheduled Commercial Bank/Nationalised Bank/Kerala Financial Corporation in favour of "The Managing Director, Kerala Fibre Optic Network Ltd.", payable at Thiruvananthapuram. Performance Guarantee must be furnished within 14 days from the date of receipt of notification of award (Letter of Intent/PO). |

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| Notice Inviting Tender | | |
|------------------------|---------------------------------------|---|
| 24. | Performance Guarantee validity period | Three (3) months beyond the Service Period. |
| 25. | Period of Signing the Contract | Within 14 days from the date of receipt of notification of award (Letter of Intent) |
| 26. | Terms & Conditions | As per the Tender document |

Table 2: Bidding Data Sheet

Note:

- Please visit <https://etenders.kerala.gov.in/> for further details regarding the e-tendering process.
- All the notification/details and terms and conditions regarding this tender notice hereafter will be published online on web site <https://etenders.kerala.gov.in/>
- All the clarifications / corrigendum to the queries will be published on the above said websites.

2 About the Project

Government of Kerala has commissioned a dedicated optical fibre network capable of efficient service delivery, assured Quality of Service (QoS), reliability, interoperability, redundancy, security, and scalability, across Kerala covering 14 districts through the KFON project. This project has enabled connectivity to 30,000 plus Government institutions and is about to embark on providing FTTH connectivity. For more details, please visit <https://etenders.kerala.gov.in/>

KFON Network Architecture

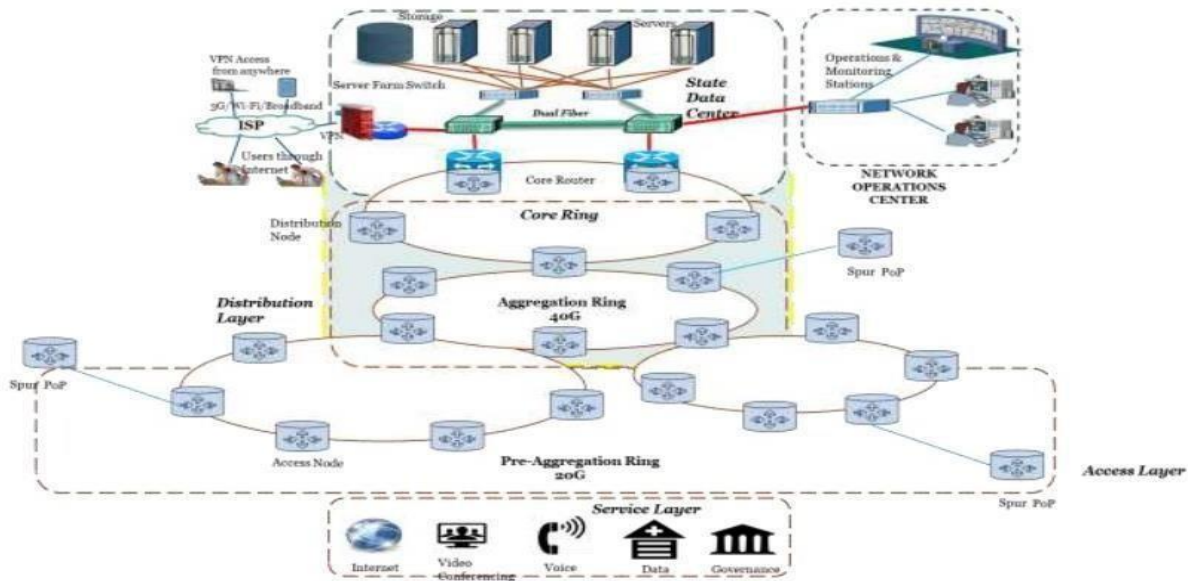


Figure 1: Network Architecture

KFON Network Description

Point of Presence (PoP)

The PoPs for Kerala Fibre Optic Network are located inside KSEBL owned substations. These PoPs have been divided into Core, Aggregation, Pre-Aggregation and Spur PoPs. The substations which could not be brought under either core, aggregation or pre-aggregation rings shall be treated as Spur PoPs.

Core POP

One substation in each district is the Core PoP. All the Core PoPs are interconnected with NOC and State Data Centre, thus creating an inter-district route through the DWDM equipment's and Juniper MX960 Routers (2 Nos.). This ring will carry all the traffic from the districts up to the NOC and the State Data Centre. Also, the core ring is designed to carry the traffic from one district to another. The core ring is designed to carry 100 Gbps traffic at each district which can be scaled up if required in the future.

Aggregation POP

Each district has one aggregation ring which shall connect the Core PoP with 4 or 5 PoPs within that district. This layer of the network will aggregate traffic coming from all the horizontal offices/homes/enterprises connected to the aggregation PoPs (Juniper MX 480 routers), spurs to aggregation rings and pre-aggregation rings' traffic and route into NOC, Data Centre, and

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district to district through core ring. The traffic will aggregate at Core PoP of the respective district. Each Aggregation Ring is of 40 Gbps capacity which can be scaled up if required in the future.

Pre- Aggregation POP

The remaining rings are considered as pre-aggregation rings (Juniper MX 204 HA routers) within the district, and it connects to the aggregation ring. These rings will aggregate at an aggregation PoP and will carry the traffic coming from all the horizontal offices/homes/enterprises connected to the pre-aggregation PoPs and spurs to pre- aggregation rings. There may be multiple pre-aggregation rings in a district. These rings shall be of 20 Gbps capacity which can be scaled up if required in the future.

Spur POP

Remote location PoPs which could not be connected in the ring are termed as Spur PoPs with 10 Gbps capacity scalable if required in the future.

Network Operating Centre (NOC)

The State level NOC of Kerala Fibre Optic Network is the heart of operations and management of the statewide network under this project. KFON has laid down the infrastructure for providing connectivity to all government institutions/home/enterprises and has the provision for leasing dark fibre and selling bulk bandwidth to various service providers to enable delivery of end-user services.

3 Instructions to Bidders

3.1 Procurement under Kerala Fibre Optic Network

MD, KFON invites proposals from qualified bidders to provide OTT services/platform to KFON customers.

- a) Participating entities shall agree to adhere to the Terms & Conditions and Scope & Services mentioned in this tender.
- b) All the terms and conditions are to be read jointly as mentioned in the website (<https://etenders.kerala.gov.in/>) and in this document.
- c) The tender document is available on the e-Procurement portal of the Government of Kerala <https://etenders.kerala.gov.in/>

3.2 General

- a) While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the services required. Bidders and recipients may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority on the basis of this RFP.
- c) The Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Authority.
- d) This RFP supersedes and replaces any previous public documentation and communications, and Bidders should place no reliance on such communications.

3.3 Due Diligence

Bidder is expected to examine all instructions, forms, terms and specifications in the Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid.

3.4 Cost of Bidding

Bidder shall bear all costs associated with the preparation and submission of its Bid and the Authority shall in no event be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.5 Language of the Bid

The bids prepared by the Bidder and all subsequent correspondence and documents relating to the Bids exchanged by the Bidder and the Authority shall be written in the English language. Any printed literature furnished by the Bidder, written in another language, shall be accompanied by an accurate English translation, in which case, for purposes of interpretation of the Bid, the English translation shall prevail.

3.6 Pre-Bid Meeting & Clarifications

- a) The Authority will host a Pre-Bid meeting for answering queries (if any) by the prospective bidders. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information necessary for them to submit their Bid. The Authority reserves the right to hold or re-schedule the Pre-Bid meeting.

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- b) The Pre-Bid meeting will be held on the date and venue as specified in the Bidding Data Sheet. The bidder or the representatives of the bidders as authorized in writing by the respective organization (limited to two) may attend the pre-bid meeting at their own cost.
- c) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the Authority by **email only (Excel File)** on or before the last date for sending pre-bid queries mentioned in the Bidding Data Sheet of this document by the bidder/authorized representative of the Bidder with subject line: **“OTT Service/platform Provider (VAS) for KFON”**.
- d) The queries should necessarily be submitted in the following format:

| Sl. No. | Page No. | Section No. | Content/ Clause of the RFP requiring clarification | Clarification Sought |
|---------|----------|-------------|--|----------------------|
| | | | | |

- e) Queries submitted post the deadline mentioned in the website or which do not adhere to the above-mentioned format may not be responded to. The Authority shall not be responsible for ensuring that they have received the Bidder’s queries.
- f) Bidders are requested to submit the e-mail address, mobile no. of the bidder/authorized representatives and registered address for all communications.
- g) The bidder shall share the Pre-bid queries to the following mail id: **cto@kfon.in**

3.7 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Authority shall provide timely response to the queries. However, the Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the Authority undertake to answer all the queries that have been posted by the Bidders.
- b) At any time prior to the last date for receipt of bids, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted only on <https://etenders.kerala.gov.in/>
- d) Any such Corrigendum shall be deemed to be incorporated into this RFP. In each instance in which provisions of the Corrigenda contradict or are inconsistent/ inapplicable with the provisions of the Tender Document, the provisions of the Corrigendum shall prevail and govern, and the contradicted or inconsistent/inapplicable provisions of the Tender shall be deemed amended accordingly.
- e) In order to provide prospective Bidders reasonable time for taking the Corrigendum into account, the Authority may, at its discretion, extend the last date for the receipt of Proposals.

3.8 Tender Fees

Bidder needs to pay tender fee as per the Bidding Data Sheet.

3.9 Earnest Money Deposit (EMD)

- a) Bidders should submit the EMD as per the Bidding Data Sheet.
- b) The EMD of all unsuccessful bidders will be refunded, on receipt of letter of acceptance from Successful Bidder along with security deposit.

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- c) The EMD amount is interest free and will be refundable without any accrued interest on it.
- d) The EMD shall be returned to the Successful Bidder upon signing of contract and submission of Performance Guarantee.
- e) The Bid submitted without EMD, mentioned above, will be summarily rejected.
- f) The EMD may be forfeited:
 - o If a Bidder withdraws its bid during the period of bid validity
 - o If the Successful Bidder fails to sign the contract or submit Performance Guarantee within the stipulated period.

3.10 Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in this RFP document carefully. Online submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - o Comply with all requirements contained in this RFP;
 - o Include all supporting documentations specified in this RFP;
 - o All pages of the Bid must be numbered and duly signed by the Authorized Signatory accompanied by a Power of Attorney/Board Resolution.

3.11 Bid Prices

- a) The Bidder shall indicate in the proforma prescribed, the quote for the services, it proposes to provide under the Agreement. The quote shall be inclusive of all charges excluding GST. GST shall be payable extra at actual rates.
- b) The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents and with due diligence. It shall be the responsibility of the Bidder to fully meet all the requirements of the Tender Documents and to meet objectives of the Project.

3.12 Firm Prices

- a) The quote in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever.
- b) The quote in the Commercial Bid should be without any ambiguity / qualifications whatsoever and should include all applicable taxes, duties, fees, levies, and other charges as may be applicable, excluding GST (to be quoted in separate column in the commercial bid) in relation to the activities proposed to be carried out.
- c) The quote in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable for rejection.

3.13 Conditional bids by the bidders

The Bidder should abide by all terms and conditions specified in the Tender Document. Conditional offers shall be liable for disqualification.

3.14 Bid Validity Period

Bids shall be valid for a period as mentioned in the Bidding Data Sheet. A Bid valid for shorter period may be considered as non-responsive. In exceptional circumstances, at its discretion, the Authority may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or email.

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3.15 Local Conditions

- a) Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- b) The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Intent as described in the bidding document. The Authority shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c) It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, whatsoever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the Authority. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the Authority on account of failure of the Bidder to know the local laws / conditions.

3.16 Tender Opening

Received bids will be opened at the Head Office of KFON on the date and time provided in the Bid data Sheet or published in the <https://etenders.kerala.gov.in> Portal of the Government of Kerala. The result of bids will be published in the above portal.

3.17 Clarification of Bids

To assist in the scrutiny, evaluation and comparison of bids, the Authority may, at its discretion, ask some or all Bidders for clarifications with regards to their Bid. The request for such clarifications and the response will necessarily be in writing. Failure of a Bidder to submit additional information or clarification as sought by the Authority within the prescribed period will be considered as a non-compliance and the Bid may be evaluated based on the limited information furnished along with the Bids.

3.18 Right to accept any Bid and reject any or all Bids

The Authority reserves the right to accept or reject any Bid, and to annul the tendering process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such action.

3.19 Notification of Award

The Authority will notify the Successful Bidder via letter/email of its intent of accepting the Bid. The Successful Bidder shall be required to sign the Lol and return the same to the address and within the specified time period in the Bidding Data Sheet as a token of acceptance of the Lol/Work order.

3.20 Performance Guarantee (PG)

As a condition precedent to execution of the Agreement, the Successful Bidder after the tender, shall ensure submission of the requisite unconditional irrevocable Bank Guarantee, in the prescribed format within the time period prescribed in the Bidding Data Sheet as a Performance Guarantee for the services to be performed under the resultant Agreement. The Bank Guarantee amount and its validity shall be equivalent to that mentioned in the Bidding Data Sheet. Performance Guarantee may be subject to forfeiture as per the clauses mentioned in the Tender Document.

EMD of the Successful Bidder shall be returned on submission of PG by Successful Bidder after successful execution of the Agreement.

The Performance Guarantee may be liquidated by the Authority as penalty / liquidated damages resulting from the agency's failure to honour its obligations under the resultant Agreement. The Performance Guarantee shall be returned by the Authority to the Bidder within ninety (90) days of the term/expiration of the resultant Agreement after applicable deductions as per the Agreement, if any.

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The bidders shall submit a performance guarantee as mentioned in the Bidding Data Sheet. At least 50% of this deposit shall be collected in the form of Treasury Fixed Deposit and rest in the form of Bank Guarantee from a scheduled Commercial Bank / Nationalised Bank/ Kerala Financial Corporation in favour of "The Managing Director, Kerala Fibre Optic Network Limited.", payable at Thiruvananthapuram. Performance Guarantee must be furnished within 14 days from the date of receipt of notification of award (Letter of Intent/Work Order).

3.21 Signing of Contract

Subsequent to the Authority's notification to the Successful Bidder by way of a LOI/ Work Order, acceptance of the LOI/ Work Order and submission of the Performance Guarantee, the Successful Bidder shall execute the Agreement with the Authority. Failure of the Successful Bidder to furnish the Performance Guarantee or execute the agreement within the prescribed time shall cause the EMD of the Successful Bidder to be liquidated. In such an event, the Authority may choose to negotiate with the next eligible Bidder. The Successful Bidder will be liable to indemnify the Authority for any additional cost or expense, incurred on account of failure of the Successful Bidder to execute the Agreement.

Notwithstanding anything to the contrary mentioned above, the Authority at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the Successful Bidder, provided the same is bona fide.

3.22 Terms and conditions of the Tender

Bidder is required to enter into a Master Service Agreement for all the terms and conditions (including project timelines) to be adhered to by the Successful Bidder during Project implementation. The following documents shall be deemed to form and be read and construed as part of the Agreement viz.:

- i. The Master Service Agreement confirmed by the Authority with the successful bidder.
- ii. The Letter of Intent/Work Order.
- iii. The RFP.
- iv. The Proposal and any other documents submitted by the bidder to the extent accepted by the Authority.

4 Evaluation Framework

4.1 Two Stage Bid System

- a) Complete bidding process will be in two stage –bid system. All the notification and details terms and conditions regarding, this tender notice hereafter will be published online on the portal <https://etenders.kerala.gov.in/>
- b) Bidder should submit closed bid as specified in the Tender Document through the e-Procurement Portal of the Government of Kerala.
- c) Technical bids will be opened as per the timeline specified in the datasheet.
- d) The price should be quoted in the Commercial Bid format attached with the tender.
- e) The Authority reserves the right to accept or reject any or all the tenders without assigning any reason.
- f) Wherever a specific form is prescribed in the RFP document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to hold the required information. The Authority reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted technical bid at any point of time before opening the Commercial Bid. The Bidder shall furnish the required information to the Authority and its appointed representative on the date asked for, at no cost to the Authority.

The bid document submitted by the Bidder shall consist of the following:

| | |
|-------------------------------------|---|
| Technical Bid (Cover-1) | <ul style="list-style-type: none"> The Bidder shall furnish, Technical Proposal, documents establishing the technical qualifications, documents supporting technical proposals, proof of registered office in India, Project experience etc. to perform the Contract. The Technical Bid shall be prepared in accordance with the requirements specified in this Tender and in the formats prescribed in the Tender Document. Technical Bid should be submitted along with a certified true copy of a board resolution/Power of Attorney empowering authorized signatory to sign/act/execute documents binding the Bidder organization to the terms and conditions detailed in this proposal. The authorized signatory of the bidder shall sign on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/ authenticity. Technical Bid should not contain commercials of the Project, in either explicit or implicit form. Conditional Technical Bid is liable for rejection. |
| Commercial Bid (Cover-2) | <ul style="list-style-type: none"> Forms and formats specified in the tender document need to be scrupulously followed. Any deviation in it (without proper justification) may lead to disqualification of the Bid. The quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation", etc. will be treated as being at variance and shall be liable to be summarily rejected. The quote shall be inclusive of all charges excluding GST. GST shall be payable extra at actual rates. |

Table 3

The Authority will not accept submission of a bid in any manner other than that specified in the Tender Document. Bids submitted in any other manner shall be treated as defective, invalid and rejected.

Bids must be direct, concise, and complete. The Authority will evaluate Bidder's bid based on its clarity and completeness of its response to the requirements of the project as outlined in this Tender.

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4.2 Bid Evaluation

Initial Bid scrutiny will be held. Bid will be treated as non-responsive, if it is

- Not submitted in the format as specified in this RFP document.
- Received without the Letter of Authorization (Power-of-Attorney)
- Found with suppression of details.
- Without complete information, subjective, conditional offers and partial offers submitted.
- Submitted without the documents requested in the RFP.
- Have non-compliance of any of the clauses stipulated in the RFP.
- With lesser validity period.

4.3 Examination of Bid documents against Eligibility Criteria

The Bid document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this Bid Document will be rejected and will not be considered further.

4.4 Evaluation of document

A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in this RFP Document.

All supporting document submitted in support of Eligibility and Technical Evaluation Criteria should comply the following:

- a) Supporting documents should be submitted.
- b) Supporting document should clearly indicate the scope of work/ services should be clearly highlighted.
- c) Completion certificate/exiting contract should clearly indicate the value and duration of the project.
- d) In case the Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
- e) Incomplete order copy submitted by the Bidder will not be considered for evaluation.
- f) In case of projects where order for recurring /Extension and subsequent order has been placed on the Bidder only the mentioned order value will be considered for evaluation.
- g) Bidders failing to comply any of the above, may result in rejection of their bid.

4.5 Pre-Qualification Criteria

Qualifying criteria under this clause lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipment, and financial and human resources to successfully complete the project. Bids from bidder not meeting these qualification criteria may be liable to be rejected.

| S. No. | Criteria | Documents Required to be submitted |
|--------|---|--|
| 1 | The Bidder Company should be an Indian registered company, incorporated under the Indian Companies Act. | Certification of Incorporation Copy of PAN card |
| 2 | The bidder should be in operation in India for a period of at least 3 Years as on publication of this tender offering OTT Service/platform. (i.e. 21-22, 22-23 and 23-24) | Copy of GST registration |
| 2 | The Bidder Company should have cumulative total turnover of Rs 50 Crores with positive net worth or should be profit making during last three financial years from digital content businesses like but not limited to OTT service/platform. | a) Bidders must submit audited balance sheet of the company for the last 3 financial years ending 21-22, 22-23 and 23-24 and audited P&L statement of last 3 financial years 21-22, 22-23 and 23-24. |

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| | | |
|----|--|---|
| | | <p>b) Copy of certificate from statutory auditor/CA clearly specifying annual turnover for the said period.</p> <p>c) For positive net worth: Certificate from the statutory auditor on net worth for the said period.</p> |
| 3 | Must have delivered value added services (OTT) for at least 5 lakhs subscribers pan India and at least 50,000 subscribers in Kerala during last financial year FY23-24. | Reference letters from Customers, Validated data from Government Sources (Reports, portal logs etc) to prove the claim. |
| 4 | Bidder should have experience in marketing of VAS for a telecom or ISP. | Service Agreements with ISP or Telecom |
| 5 | Ready to deploy Platform & Technology inclusive of Billing, SMS (Subscriber Management System), Customer Relationship Management (CRM) and OTT platform. | Work order or agreements of proven deployments from ISP-Class A /Telco. |
| 6 | Experience in handling VAS customer care call center for Telecom or ISP. | <p>a) Own Call Centre- Self certification with Authorized persons signatory confirming valid documentary proof of Managing Customer Care.</p> <p>b) Outsourced Call Centre- Documentary evidence (contract)</p> |
| 7 | Live Channels and OTT Content | WO/PO/Agreement of proven deployments of the OTT service /platform for streaming all kinds of services with IP-Class A/Telco. |
| 8 | <p>License- The bidder should hold valid license:</p> <ol style="list-style-type: none"> 1. Class A ISP license or NLD License issued by DoT/TRAI as on bid submission date 2. To operate services like OTT and other digital services with MSO license. | <p>Government approved copy of valid licenses including but not limited to:</p> <ol style="list-style-type: none"> 1. Class A ISP license or NLD License issued by DoT/TRAI as on bid submission date. 2. MSO licenses, content aggregator license, OTT platform registration with Ministry of Information and Broadcasting (MIB) under the information technology rules 2021 or later, broadcasting license, other regulatory approvals. |
| 9 | Blacklisting- The bidder should not have defaulted/blacklisted/debarred regarding bad performance or issues by any State/Central/PSU of India at the time of bidding | Self-declaration on bidder's letter head. |
| 10 | Land border Clause: The bidder of proposed solution from a country which shares a land border with India shall be registered with Competent Authority as per OM No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, GoI | Annexure-7- Declaration by authorized signatory of the firm. |
| 11 | <p>Certification- The bidder should have any of the below certifications.</p> <ol style="list-style-type: none"> a) ISO 9001:2015 b) ISO 27001 for Information Security Management Systems c) ISO/IEC 20000 | Copy of valid certificate in the name of the bidding entity. |

Table 4: Pre-Qualification Criteria

The Bidders shall submit necessary documentary proof showing that they meet the pre-qualification criteria along with their bid. All documents submitted shall also be signed by the Authorized signatory of the Bidder.

4.6 Technical Evaluation Criteria

Bidders who have qualified in the Pre-Qualification criteria would undergo Technical Evaluation as per the criteria as follows:

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| SL# | Criteria | Parameter | Marks | Measurement Criteria |
|-----|--|--|-------|---|
| 1 | The Bidder Company should have cumulative total turnover of Rs 50 Crores with positive net worth or should be profit making during last three financial years from digital content businesses like but not limited to OTT service/platform. | 50 cr – 75 cr | 5 | a) Bidders must submit audited balance sheet of the company for the last 3 financial years ending 21-22, 22-23 and 23-24 and audited P&L statement of last 3 financial years 21-22, 22-23 and 23-24. b) Copy of certificate from statutory auditor/CA clearly specifying annual turnover for the said period. c) For positive net worth: Certificate from the statutory auditor on net worth for the said period. |
| | | 75 cr-100 cr | 10 | |
| | | above 100 cr | 15 | |
| 2 | Years of Experience in Delivery of OTT Services. | Up to 3 years of deployment | 10 | Work order or agreements of proven deployments from ISP-Class A /Telco. |
| | | 3 to 5 years of deployment | 15 | |
| | | More than 5 years of deployment | 20 | |
| 3 | Experience in delivering OTT Services (customer base). | Up to 2,00,000 subscribers | 5 | Reference letters from Customers, Validated data from Government Sources (Reports, portal logs etc) |
| | | 175,000 to 300,000 | 10 | |
| | | 300,000 to 450,000 | 15 | |
| | | Above 450,000 | 20 | |
| 4 | Malayalam Channels. | up to 30 Channels including all genres (entertainment, news, music, movies, spiritual, sports, kids, entertainment, Education) | 10 | Self-declaration of channel list on bidder's letter head |
| | | 30 to 40 | 15 | |
| | | above 40 | 20 | |
| 5 | Channel Categories excluding FTA Channels (entertainment, news, music, movies, spiritual, sports, kids entertainment, Education) | <5 channels in each of the 8 categories mentioned | 0 | Self-Attested channel list for all the Genre (entertainment, news, music, movies, spiritual, sports, kids, entertainment, Education) |
| | | >=5 channels in each of the 8 categories mentioned | 5 | |
| 6 | Presentation covering: 1. Overall approach 2. Rollout commitment and convincing strategy to meet all rollout timelines 3. Market assessment, Customer acquisition, retention strategy and consumer friendly plans in correlation with marketing assessment | | 20 | Presentation by the bidder |

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| SL# | Criteria | Parameter | Marks | Measurement Criteria |
|-----|--|-----------|-------|----------------------|
| | 4. practical demonstrations of the proposed solution 5. Trial/Launch Offer- additional offerings over and above the ask of RFP without additional charges | | | |

Table 5: Technical Evaluation Criteria

The bidders who score above 60 marks in the Technical Evaluation will be selected for the Proof of Concept (POC).

- POC testing at KFON NOC (Kochi) location as per the technical specifications mentioned in the RFP.
- Requisite hardware/software required for completing the POC shall be arranged by the Bidder.
- POC should be completed within 7 days after the intimation from the Authority.

4.7 Evaluation of Bid

The bidders with successful POC will be considered for the evaluation of the commercial bid. The commercial bid format will be as follows:

1. The evaluation will be in three stages i.e., Pre-Qualification, Technical Evaluation & Commercial of the proposal submitted by the bidders.
2. The bidders will be shortlisted based on the Pre-Qualification criteria as given in this RFP document.
3. The bidders who qualify in Pre-Qualification evaluation will be eligible for opening of Technical Evaluation & also bidder should arrange for technical presentation.
4. The bidders must score a minimum of 60 marks in technical evaluation to be considered for POC.
5. The bidder who successfully completes the POC shall be eligible for commercial bid evaluation.

4.8 Commercial bid format

| S. No. | Criteria | % of Revenue Share to KFON (in %) |
|--------|------------------------------------|-----------------------------------|
| 1 | KFON's revenue share for OTT pack. | (25+X) % |

The bidder is supposed to quote for "X" in the Commercial bid format.

4.9 Rejection Criteria

Besides other conditions and terms highlighted in the Tender Document, bids may be rejected under following circumstances:

4.9.1 General rejection criteria

- a) Conditional Bids.

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- b) If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the Tendering Process.
- c) Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions; Bidder shall not approach Authority's officers from the time of the proposal opening till the time the Contract is awarded.
- d) Bids received after the prescribed time and date for receipt of bids.
- e) Bids without signature of person (s) duly authorized on required pages of the bid.
- f) Bids without power of attorney/ board resolution.
- g) Any other reasons mentioned in this RFP elsewhere.

4.9.2 Technical Rejection Criteria

- a) Technical Bid containing commercial details.
- b) Revelation of prices in any form or by any reason before opening the Commercial Bid.
- c) Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- d) Bidders not quoting for the complete scope of work as indicated in the Tender Documents, addendum (if any) and any subsequent information given to the Bidder.
- e) Bidders not complying with the technical and general terms and conditions as stated in the Tender Documents.
- f) Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work of this tender.
- g) Failure to demonstrate the specifications during the POC.
- h) Any other reasons mentioned in this RFP elsewhere.

4.9.3 Commercial Rejection Criteria

- a) Incomplete Price Bid.
- b) Price Bids that do not conform to the Tender's price bid format.
- c) Total price quoted by the Bidder shall exclude all statutory taxes and levies applicable.
- d) If there is discrepancy in numerical and words, prices in word shall prevail.
- e) If there is discrepancy in unit rates and total, unit rates shall prevail.

4.9.4 Fraud and Corrupt Practices

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process.
- ii. Notwithstanding anything to the contrary contained in this tender, the Authority shall reject a Proposal without being liable

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in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the — Prohibited Practices) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the tender, including consideration and evaluation of such Bidders Proposal.

- iii. Without prejudice to the rights of the Authority under Clause above and the rights and remedies which the Authority may have under the Lol or the Agreement, if a Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Lol or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or tender issued by the Authority during a period of 5 (five) years from the date such Bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- iv. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

“Corrupt practice” means:

- a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the Lol or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
- b) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Lol or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Lol or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- **“Fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

“Undesirable practice” means:

- a) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing,
b) lobbying or in any manner influencing or attempting to influence the Selection Process; or
c) having a Conflict of Interest; and

“Restrictive practice” means:

Forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.9.5 Conflict of Interest

The Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if including but not limited to:

- a) they have controlling shareholders in common; or
- b) they receive or have received any direct or indirect subsidy from any of them; or
- c) they have the same legal representative for purposes of this bid; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- e) A Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture/ consortium. This will result in the disqualification of all Bids in which it is involved.

5 Scope of Work

The broad scope of work of the OTT Service/Platform Provider would be as mentioned below:

1. Supply, installation, Testing and seamless Integration of any Hardware and Software required for the successful deployment of the solution within 2 weeks from the date of Work Order.
2. The solution shall have a user-friendly interface with features such as personalized recommendations, watchlists, user profiles and should support single sign-on (SSO).
3. The solution should be scalable, and the OTT Service/Platform Provider is obliged to offer the Bundle and Add-On to all existing subscribers and prospective subscribers who desire to avail the services.
4. The solution shall enable the subscribers to change their subscriptions and permit them to avail the Bundle and/or Add-On as and when required.
5. The solution should support instantaneous activation of the subscription up on confirmation of payment.
6. The OTT Service/Platform Provider will be responsible for all statutory requirements and payments pertaining to broadcaster content delivery and its digital rights management without any cost & responsibility for KFON.
7. The OTT Service/Platform Provider shall be responsible for co-branding and white labelling the App (KFON's bundles and addons) and web in discussion with KFON. This shall include integration of KFON logos, color schemes, and other branding elements into the app and web interface.
8. The OTT Service/Platform Provider shall be responsible for the integration of KFON's existing systems, such as billing, customer support, and user authentication systems as part of the solution.
9. The OTT Service/Platform Provider shall ensure that the App is available in various platforms such as AppStore, Google Play Store, Samsung Galaxy Store, LG Content Store, Firestick etc.
10. The OTT Service/Platform Provider shall support the KFON team in tailoring the bundles/addons based on the market trends and the diverse need of KFON's customer base during the contract period.
11. The OTT Service/Platform Provider shall ensure that the platform complies with relevant regulations and standards, including data privacy and security requirements. Also, implement robust security measures to protect content and user data from unauthorized access.
12. The OTT Service/Platform Provider shall be responsible to provide the necessary reports (Daily, Weekly, Monthly, Yearly) to KFON in a mutually agreed format.
13. **Quality of Service:**
 - a. Maintain high-quality real-time live channel streaming services with minimal buffering and downtime.
 - b. Implement measures to monitor and improve service quality continuously.
14. **Customer service support:**
 - a. Provide 24/7 customer support and a CRM solution to address any issues related to OTT services.
 - b. Offer training sessions and detailed documentation to the KFON's support team to handle basic troubleshooting.
15. **Marketing:**
 - a. Develop and execute marketing strategies to promote OTT services provided through KFON.
 - b. Collaborate with KFON on joint marketing campaigns and promotional activities.
 - c. Shall provide KFON with cobranded marketing materials for campaigns and distribution.

6 Terms and Conditions

1. The revenue share will be based on the percentage value determined through this tender.
2. KFON will have the freedom to onboard any enterprise or retail customers and will retain the right to determine the selling price of the package.
3. OTT Service/Platform Provider has to create and provide online real time dashboard to verify the subscriber base in real time-daily-monthly-quarterly, related accounting and revenue share.
4. KFON will bill each customer for its services and pass on the revenue share to the OTT Service/Platform Provider as per the payment terms of this tender.
5. KFON will not make any payments to the OTT Service/Platform Provider during the solution deployment, testing, or integration phases.
6. The OTT Service/Platform Provider must be prepared to deploy the package within 48 hours once an agreement is reached between KFON and the OTT Service/Platform Provider.
7. The OTT Service/Platform Provider shall be responsible for any integration of the system or solution arise due to addition or deletion of packages during the tenure of the contract.
8. KFON at any point of time is not obliged to share any of its customer details other than the details required for integration which will be decided during the finalization of the solution.
9. The OTT Service/Platform Provider shall submit a comprehensive solution document to KFON within two days from the issue of Work Order or letter of intent.
10. The OTT Service/Platform Provider shall share the contact details, escalation matrix and helpdesk/customer care centers/customer care line details to KFON prior to launching the solution.
11. The OTT Service/Platform Provider shall not add, withdraw, omit, replace, or modify any programs, program elements and / or promotional, advertising and / or other materials in the Content without prior written approval from KFON.
12. The OTT Service/Platform Provider must not alter the value of a package (bundle/add-on) without prior written approval from KFON. Any unavoidable circumstances necessitating such changes must be communicated to KFON in advance.
13. The OTT Service/Platform Provider shall make commercially reasonable efforts to onboard partners to provide premium quality Content as part of the service on an ongoing basis.
14. The OTT Service/Platform Provider shall sign a Non- Disclosure Agreement with KFON prior to launching the service.
15. KFON shall have the right to use, display, demonstrate the OTT Service/Platform Provider Trademarks and Partner Trademarks, in marketing materials related to the KFON marketing campaigns, presentations, packaging materials, retail assets, and press releases for the Bundle and/or Add-On, during the Term of the agreement.

7 Payment Terms

In consideration of the Add-On and Bundle for the duration of the Term, KFON shall pay fees to the OTT Service/Platform Provider. The KFON shall pay to the OTT Service/Platform Provider such Fees calculated by multiplying the price of the OTT package (excl GST) with revenue share percentage of OTT Service/Platform provider each pack as purchased by the subscriber for each month. The KFON shall make the best effort to settle the payable amount within 30 (Thirty) days of date of submission of invoice and supporting documents (as mutually agreed between both the parties) to validate the invoice provided by the OTT Service/Platform Provider.

In the event of any disputes or discrepancies, parties shall mutually discuss and amicably resolve the same. Any dispute between the Parties on the Report generated in a certain month shall not affect the payments of undisputed amount.

8 Termination of Contract

1. The Contract in whole or part can be terminated before the issue of work order at the option of the KFON, if the KFON for any reason whatsoever does not require the whole or part of the service thereof as specified in the tender to be provided and in the said event the KFON shall give notice of the fact with reason to the Tenderer / Bidder, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the services in full, but which he did not derive in consequences of the services not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by the service provider(s) by reason of termination of contract by the KFON and of any alterations having been made by the KFON in the original specification or the designs and instruction which shall involve any curtailment of the services contemplated.
2. The KFON without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case they fails to honor their bid / contract without sufficient grounds or found guilty for breach of condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff.
3. If the Service uptime is less than 99% in two consecutive months or 3 months in a financial year, then Authority has the right to cancel the contract without any notice period and the PG shall be forfeited.
4. The KFON reserves the right to terminate the agreement, in whole or in part, at any time for its convenience/cause by providing the OTT Service/platform Provider with thirty (30) days written notice. In the event of such termination, the OTT Service/platform Provider shall be compensated for services satisfactorily performed up to the date of termination, in accordance with the terms of the agreement.

In any case during end of contract/earlier termination of contract, the OTT service/platform provider is obliged to continuously provide services to the KFON OTT subscribers until the end of their respective Bundle and/or Add-On Period.

9 Service Level Agreements

The OTT Service/platform Provider shall ensure compliance to SLAs. These SLAs shall be reviewed monthly by KFON.

1. Go-live.

| Description | Timeline | Penalty |
|-------------|--|---|
| Go-Live | Within 14 days from the date of Work Order | INR 5,000 per day for first week of delay |
| | | INR 10,000 per day for second week of delay |
| | | INR. 20,000 per day beyond second week of delay |

2. Ticket response time and resolution.

| Priority | Category | Response Time | Resolution Time (from response time) | Penalty |
|----------|--|-------------------|--------------------------------------|---|
| P1 | Affecting at least 1% of OTT subscriber base | Within 30 Minutes | Within 1 Hour | 5% of the OTT Service Provider's monthly revenue share for affected customers for every 2 hours or part thereof beyond resolution time. |
| | Individual Issue* | Within 30 Minutes | Within 1 Hour | |
| P2 | Affecting at least 1% of OTT subscriber base | Within 30 Minutes | Within 2 Hours | 5% of the OTT Service Provider's monthly revenue share for affected customers for every 4 hours or part thereof beyond resolution time. |
| | Individual Issue* | Within 30 Minutes | Within 4 Hours | |
| P3 | Affecting at least 1% of OTT subscriber base | Within 30 Minutes | Within 4 Hours | 5% of the OTT Service Provider's monthly revenue share for affected customers for every 8 hours or part thereof beyond resolution time. |
| | Individual Issue* | Within 30 Minutes | Within 8 Hours | |

P1- Any defect that causes the Subscriber's service platform to be unavailable in its entirety such as Application not loading, Registration and Sign-in issues, Unable to subscribe packages, Unable to access subscribed content, Content is not accessible on the platform etc.

P2- Any defect that causes a material function to fail and impacts the functioning of the Subscriber's service platform.

P3- Other defects that do not materially impact the functioning of the Subscriber's service platform.

*** If, in a month, 10% of the overall individual issues (P1/P2/P3) exceed their respective resolution times, then 5% of the OTT Service Provider's monthly revenue share for the respective customer shall be levied as a penalty.**

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Annexure-1 FORMAT FOR TECHNICAL BID COVER LETTER

(On Company Letter Head)

To,

Managing Director
Kerala Fibre Optic Network Ltd,
2nd Floor, B Block,
Jeevan Prakash, LIC Divisional Office,
Pattom P. O,
Thiruvananthapuram – 695004
Kerala

Sub: Submission of the response to the Tender No. <<tender id>>. Request for Proposal for OTT Service/platform Provider (VAS) for KFON.

We, the undersigned, offer to provide OTT Service/platform Provider (VAS) for KFON in response to the request for proposal dated <insert date> and tender reference **no <>** "Request for Proposal for OTT Service/platform Provider (VAS) for KFON". We are hereby submitting our proposal online, which includes the pre-qualification, technical bid, and commercial bid.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our proposal is accepted, to initiate the implementation services related to the assignment not later than the date indicated in this tender.

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for 180 days from the date of opening of the commercial bid as stipulated in the RFP.

We hereby declare that as per RFP requirement, we have not been blacklisted/ debarred by any Central/ State Government and we are not the subject of legal proceedings for any of the foregoing.

We understand you are not bound to accept any proposal you receive.

Signature of Bidder

Place:

Name

Date:

Request for Proposal for OTT Service/platform Provider (VAS) for KFON

Annexure-2 FORMAT FOR COMMERCIAL BID COVER LETTER

To,

Managing Director
Kerala Fibre Optic Network Ltd,
2nd Floor, B Block,
Jeevan Prakash, LIC Divisional Office,
Pattom P. O,
Thiruvananthapuram – 695004
Kerala

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the tender documents with respect to Request for Proposal for provide OTT Service/platform Provider (VAS) for KFON to provide services as specified in the tender reference No. _____.

Price and Validity

- a. The quote mentioned in our bid are in accordance with the terms & conditions as specified in the RFP. The validity of bid is 180 days from the date of opening of the commercial bid.
- b. We are an Indian firm and do hereby confirm that our quote is inclusive of all duties, levies etc., excluding GST.
- c. We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on income tax, professional and any other corporate tax in altercated under the law, we shall pay the same.

Deviations: we declare that all the services shall be performed strictly in accordance with the RFP irrespective of whatever has been stated to the contrary anywhere else in our bid. Further, we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

We have remitted an EMD as specified in the tender document terms.

Tender pricing: we further confirm that the prices stated in our bid are in accordance with your instruction to bidders included in tender documents.

Qualifying data: we confirm having submitted the information as required by you in your instruction to bidders. In case you require any other further information/ documentary proof in this regard before evaluation of our tender, we agree to furnish the same in time to your satisfaction.

Bid price: we declare that our quote is for the entire scope of the work as specified in the RFP.

Performance bank guarantee: we hereby declare that in case the contract is awarded to us, we shall submit the performance bank guarantee. We hereby declare that our tender is made in good faith, without collusion or fraud and the information contained in the tender is true and correct to the best of our knowledge and belief. We understand that our tender is binding on us and that you are not bound to accept a tender you receive.

Signature of Bidder

Place:

Name

Date:

Request for Proposal for OTT Service/platform Provider (VAS) for KFON

Annexure-3 FORMAT FOR PROJECT EXPERIENCE CITATIONS (for each project)

| Sl. No. | Item | Bidder's Response |
|----------------|--|--------------------------|
| 1 | Name of Bidder entity | |
| 2 | Assignment Name | |
| 3 | Name & Address of Client | |
| 4 | Approximate Value of the Contract (in INR Lakhs) | |
| 5 | Duration of Assignment (months) | |
| 6 | Start Date (month/year) | |
| 7 | Completion Date (month/year) | |
| 8 | Narrative description of the project | |
| 9 | Details of Work that defines the scope relevant to the requirement | |
| 10 | Documentary Evidence attached | |

Request for Proposal for OTT Service/Platform Provider (VAS) for KFON

Annexure-4 FORMAT FOR AFFIDAVIT

[Your Company Name]

[Address]

[City, State, ZIP Code]

Affidavit

I, [Your Name], the undersigned, being the authorized representative of [Your Company Name], do solemnly affirm and declare as follows:

I affirm that all the statements and documents submitted along with the bid for the [Tender Name] tender are true, accurate, and factual to the best of my knowledge and belief.

I further affirm that [Your Company Name] is not liable to be disqualified from participating in the tender process based on any legal or regulatory requirements.

I acknowledge that any misrepresentation or false information provided in the bid submission may lead to disqualification and legal consequences as per applicable laws and regulations.

I understand that [Your Company Name] may be subject to verification of the submitted information and supporting documents, and I agree to cooperate fully with any such verification process.

I undertake to promptly inform the tendering authority of any changes or updates to the information provided in the bid submission.

I acknowledge that this affidavit is made under oath and any false statements made herein may subject me and [Your Company Name] to legal penalties.

This affidavit is executed with the understanding that it may be relied upon by the tendering authority for the evaluation of the bid submitted by [Your Company Name].

Signed and sworn before me on this [Date] Day of [Month], [Year].

[Your Name]

Authorized Representative of [Your Company Name]

Notary Public:

[Notary Public Name]

[Notary Public Seal or Stamp]

[Notary Public Commission Expiry Date]

Request for Proposal for OTT Service/Platform Provider (VAS) for KFON

Annexure-5 Performance Bank Guarantee

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

From

Bank (Name and full Address details):

To

Managing Director
Kerala Fibre Optic Network Ltd,
2nd Floor, B Block,
Jeevan Prakash, LIC Divisional Office,
Pattom P. O,
Thiruvananthapuram – 695004

Dear Sir,

1. Whereas you _____ (the "PURCHASER") have entered into a contract No. _____ dated _____ (hereinafter referred to as the "said Contract") with M/s _____ (hereinafter referred to as the "SELLER") for supply of goods/services as defined in the said Contract and whereas the SELLER has undertaken to produce a bank guarantee for value amounting to _____ (amount of the guarantee in figures and words) to secure its obligations to the PURCHASER in accordance with the said Contract.
2. We _____ (the Bank name and full details) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal guarantor on behalf of the SELLER that, we will pay you on your demand declaring the SELLER to be in default under the said Contract, without demur or contest, all and any sum up to a maximum of Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract.
3. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the SELLER in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the SELLER, indulgence to the SELLER by you or by any alterations in the obligation of the SELLER or by any forbearance whether as to payment, time, performance or otherwise.
5. In no case shall the amount of this guarantee be increased.
6. This guarantee shall remain in full force and effect **3 months** beyond expiry of contract period.
7. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the SELLER.
9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Place: _____

Date: _____

Seal of the Bank

Note:

1. *No substantial changes to the content of this format is allowed.*

Request for Proposal for OTT Service/Platform Provider (VAS) for KFON

Annexure-6 Format for Malicious Code Certificate

(to be provided from letter head)

Tender Ref. No.: _____

Date: _____

To

Managing Director
Kerala Fibre Optic Network Ltd,
2nd Floor, B Block,
Jeevan Prakash, LIC Divisional Office,
Pattom P. O,
Thiruvananthapuram – 695004

- a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code/ malware or trojan that would activate procedures to :-
- i. Inhibit the desires and designed function of the equipment.
 - ii. Cause physical damage to the user or equipment during the exploitation.
 - iii. Tap information resident or transient in the equipment/network.
- b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

Date :

Place :

Authorized Signatory:

Name of the Person:

Designation :

Firm Name & Seal :

Request for Proposal for OTT Service/Platform Provider (VAS) for KFON

Annexure-7 Land border declaration.

(to be provided from letter head)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, (full names),
do hereby declare, in my capacity as
of M/s.....(name of bidder entity), that:

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
- 3) I certify that M/s(name of bidder entity) **is not from such a country or, is from such a country** (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that we fulfill all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s(name of bidder entity) is found to be

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder